1					
2	ALLAYE CHAN LAW GROUP				
3	Richard Allaye Chan, SBN: 176416 1000 G Street, Suite 220				
4	Sacramento, CA 95814				
5	Tel: (916) 446-4400 Fax: (916) 446-5514				
6	Email: info@allayechan.com				
7 8	Attorney for Debtors JEFFREY SCOTT NEITHERCUTT & BECKY LYDIA NEITHERCUTT				
9	UNITED STATES	S BANKRUPTCY COURT			
10	EASTERN DIST	FRICT OF CALIFORNIA			
11					
12	In re:	Case No.: 15-27566-C-13C			
13	JEFFREY SCOTT NEITHERCUTT &	In Chapter 13			
14	BECKY LYDIA NEITHERCUTT,	Mtn. Ctrl. No.: RAC-1			
16		EXHIBITS			
17		Date: November 24, 2015			
18		Time: 2:00 p.m. Ctrm: 33			
19	Debtors.	Dept: C			
20	Debtorg IEEEDEV SCOTT NEITHEDC	UTT & BECKY LYDIA NEITHERCUTT, hereby subm			
21		alue Collateral of CRHMFA HOMEBUYERS FUND:			
22	Exhibit "A" - CHF Loan and Security Ag	reement (and Grant)			
23	Exhibit "B" – Schedule B				
24					
25					
26	DATED: October 21, 2015	By: /s/ Richard Allaye Chan, Jr.			
27		Richard Allaye Chan, Jr.			
28					

EXHIBIT A



CHF LOAN AND SECURITY AGREEMENT (AND GRANT)

CO-CORROWER FILE = Jeff Neithercutt Becky Neithercutt 2036

For Internal Use Only

CHF LOAN AND SECURITY AGREEMENT (AND GRANT)

This Loan and Security Agreement (Harris Security Agreement (AND GRANT)								
This Loan and Security Agreement ("Agreement") is made by and between the borrower(s) listed below ("you" or sorrower") and CRHMFA Homebuyers Fund ("CHF"), 1215 K Street, Suite 1650, Sacramento, CA 95814.								
BORROWER	BORROWER JOSEPh Sale 1650, Sacramento, CA 95814.							
Jeff Neithercut	- -		CO-BORROWER			Acceptance of the party of the		
MAILING ADDRESS			Becky Neith	Becky Nelthercutt				
	>			MAILING ADDRESS				
958 K Street				958 K Street				
CITY	STATE	219	CITY			*****		
Davis	ICA .	95616	1	STATE	ΞIP			
"Agreement Da								
one Borrower, the	Agreement Date" means the date Borrower signs this Agreement, as evidenced by the date on the signature block below. If there is more than ne Borrower, the Agreement Date is the date that the last Borrower signs this Agreement, as evidenced by the date on the signature block below.							
	by the date on the signature block below.							

1. TRUTH IN LENDING DISCLOSURE

0.056%

ANNUAL PERCENTAGE RATE The cost of your credit as a yearh

FINANCE CHARGE

The dollar amount the credit will

COST VOU.

AMOUNT FINANCED

The amount of credit provided to you or on your behalf.

\$64,725.00

TOTAL PAYMENTS

The amount you will have paid after you have made all payments as scheduled. \$64,725.00

Your payment schedule will be as follows:

NUMBER OF PAYMENTS 180

MONTHLY PAYMENT AMOUNT

\$0.00

\$359.58

WHEN PAYMENTS ARE DUE

Monthly, beginning 2/1/2012 (ESTIMATED)

2. ITEMIZATION OF AMOUNT FINANCED.

\$64,250.00 paid into the escrow (established pursuant to Section 10), on your behalf, and to be disbursed pursuant to the separate escrow instructions of Borrower.

\$250.00 paid to CRHMFA Homebuyers Fund for loan processing fee.

525.00 paid to North American Title Company for sub-escrow fees.

\$110.00 paid to North American Title Company for lender's policy.

\$90.00 paid to North American Title Company for processing, wire and recording fees.

\$275.00 prepaid finance charge (above disclosed loan processing and sub-escrow fees).

- 3. CONDITIONS TO FUNDING. CHF's obligation to make/fund this Loan ("Loan") is subject to the full and complete satisfaction of the conditions set form in section 9 (see reverse) (the "Conditions"), CHF will not make/fund this Loan until the Conditions are satisfied. If the Conditions are not satisfied within ninety (90) days of the Agreement Date (or any earlier date specified in this Agreement for the satisfaction of any particular condition set forth in section 9). CHF will have the right, but not the obligation.
- 4. **GRANT, CONDITIONS.** Addition to the Loan, you have been conditionally approved for a grant in the amount of 51.950.00 (the 'Grant"). The Grant is comprised of the following components: (1) \$400.00 for the initial energy audit; (2) \$300.00 for the final energy audit; and \$1,250.00 to reduce the cost of the energy efficiency improvements to your Property. CHF will not issue the Grant to you unless all of the Conditions to Loan funding set forth in Section 9 are satisfied. If you do not receive the Loan, you will not receive the Grant. Upon Loan funding, the Grant, together with the Loan proceeds, will be released to the escrow established pursuant to Section 10.
- 5. INTEREST. Interest will be charged on that part of the principal which has not been paid. Interest will be charged beginning on the date the Loan funds are dispursed, and will continue until the full amount of principal has been paid. Interest is computed on
- 6. LATE FEE. Should you fail to make any payment under this Agreement within 15 days after such payment is due, you will be charged a late fee of 5° o of the late payment, or \$5.00, whichever is greater.
- 7. PREPAYMENT, PAYOFF. You may prepay this Loan in whole or in part at any time without penalty. Whenever a prepayment is made, you must include a written notice with the payment identifying it as a prepayment. If you wish to pay the Loan balance in full, information about the payoff figures will be furnished upon request by calling (855) 740-8422.

The OHF Residential Energy Retrofit Program is sponsored by CRHNFA Homebuvers Fund (CHF), a California Junt Powers Authority, Funding for the program is made possible OHF at (855) "40-8422 for details."

Program restrictions apply. Call



CHF LOAN AND SECURITY AGREEMENT (AND GRANT)

CO-CORROWER

CITi

Jeff Neithercutt Becky Neithercutt 2036

8. SECURITY INTEREST PROVISIONS.

8.1 You may prepay this Loan in whole or in part at any time without penalty. Whenever a prepayment is made, you must include a written notice with the payment identifying it as a prepayment. If you wish to pay the Loan balance in full, information about the payoff figures will be furnished upon request by calling (855) 740-8422.

Collateral Description (if equipment, include model numbers):

- 1. Lennox 2.5 ton A/C = XC14-030 Coil = LC23,37Y9BG Furnace = G61 MPV-36B-071 UPFLOW
- 2. 16 seer 13 eer 95% afue 3 heat/1 cool Thermostat Vision Pro 8000 ARI =3333946
- 3. Panel 14 x Schuco USA Model MPE 235 PS 09
- 4. Inverters Area 1 1 SMA America Model SB4000US
- 5. 40 Gallan State GS6 40 (OCT Water Heater

The Collateral is located at and related to the following real property (the "Property"): STREET ADDRESS STATE CIP 958 & 960 K Street Davis 95616

- 8.2 CHF will record a Financing Statement as a "Fixture Filing" in the County where the Property is located. The Financing Statement will encumber the Collateral and will describe the Property to which it relates. You authorize CHF to prepare and file and or record a Financing Statement and such other documents as may be required to perfect and maintain CHF's security interest in the Collateral. Refer to the Fixture Filing Disclosure Statement delivered to you for additional information.
- 8.3 You promise:
 - A. To pay all amounts owed to CHF when they are due.
 - B. To pay all expenses, including attorneys' fees, incurred by CHF in the perfection, preservation, realization, and enforcement of CHF's security interest in the Collateral.
 - C. To indemnify CHF against loss of any kind, including reasonable attorneys' fees, caused to CHF by reason of its interest in the Collateral.
 - D. To keep the Collateral in good repair.
 - E. Not to sell, lease, transfer or otherwise dispose of a legal or equitable interest in the Collateral without CHF's prior written consent.
 - F. Not to permit any additional liens upon the Collateral.
 - G. To maintain fire and casualty insurance on the Property (including the Collateral) in a reasonable amount.
 - H. To pay all taxes on the Property when due.
 - To perform all acts necessary to maintain, preserve and protect the Collateral.
 - Not to remove or sever the Collateral from the Property.
- 8.4 You warrant that you own the Property and are authorized to grant the security interests in the Collateral and make the covenants set forth above.
- 9. CONDITIONS TO LOAN FUNDING AND GRANT. CHF shall have no obligation to fund this Loan, to issue the Grant, or to pay any other amount to you unless and until all of the following Conditions are satisfied:
 - 9.1You and Contractor have each delivered to CHF a fully executed CHF form "Certification of Completion" (with all required attachments) certifying that the work required to be performed pursuant to the Home Improvement Contract between you and the Contractor has been performed as agreed. (As used in this Agreement, the term "Contractor" shall mean a CHF approved contractor with whom you have contracted to perform energy efficient improvements to the Property.)
 - 9.2CHF has received and approved a fully executed CHF form "Post-Construction Energy Audit Confirmation" from a CHF
 - 9.3Contractor has delivered lien releases to you (with copies to CHF) that will, upon full payment to Contractor, be effective to waive and release all mechanics and materialmen's liens in connection with or related to the work performed by Contractor on the Property.
 - 9.4You have fully executed and delivered to CHF all Loan and other documents required by CHF on or before the tenth (10th) business day following the Agreement Date.
- 9.5You have not exercised your 3-day right to rescind/cancel this Agreement.
- 10.ESCROW. Funding of the Loan and issuance of the Grant will be made through an escrow opened to facilitate Loan closing. CHF will choose the escrow company; however, Borrower shall have the right to choose a different escrow company, subject to CHF's reasonable approval and Borrower's out-of-pocket payment of any and all additional costs.

The CHF Residential Energy Retrofit Program is sponsored by CRHMFA Homebuyers Fund (CHF), a California Joht Powers Authority. Funding for the program is made possible through a grant award from the Energy. Commission Energy Resources Conservation and Development Commission of the State of California. Program restrictions apply. California 1909.



CHF LOAN AND SECURITY AGREEMENT (AND GRANT)

BORROWER CO-CORROWER FILE = Jeff Neithercutt Becky Neithercutt 2036

For internal Use Only

11.DISCLAIMER. CHF DOES NOT WARRANT THAT THE IMPROVEMENTS FINANCED UNDER THIS AGREEMENT WILL ACHIEVE ANY ENERGY SAVINGS OR OTHERWISE REDUCE YOUR UTILITY BILLS. CHF HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE GOODS, FIXTURES, AND OTHER IMPROVEMENTS FINANCED UNDER THIS AGREEMENT.

12. DEFAULT AND REMEDIES.

- 12.1 The occurrence of any of the following events shall constitute an event of default under this Agreement:
 - A. You fail to make any full payment, when due, of principal, interest or other amount required to be paid under this Agreement.
 - B. You breach any obligation or covenant under this Agreement, any amendments or addendums to this Agreement, or any other agreement with CHF.
 - C. Any representation, warranty, or statement made or furnished to CHF by or on your behalf proves to be false or misleading in any material respect when made or furnished.
 - D. The Collateral is lost, stolen or damaged.
 - E. There is a seizure or attachment of, or levy on, the Collateral or the Property.
 - F. You voluntarily or involuntarily enter into bankruptcy proceedings.
- 12.2 When an event of default occurs:
 - A. CHF shall have the right, at its sole option, to declare all amounts owing or otherwise outstanding under this Agreement (including, without limitation, all interest and unpaid principal) immediately due and payable.
 - B. CHF may exercise all rights and remedies available to a secured creditor after default, including, but not limited to, the rights and remedies of secured creditors under the California Commercial Code. These remedies include, but are not limited to, removal, repossession, and sale of the Collateral.
 - C. You authorize CHF, its representatives, and/or agents to enter the Property or other premises where all or part of the Collateral is located and remove all or a portion of it.
- 12.3 Neither the acceptance of any partial or delinquent payment by CHF, nor CHF's failure to exercise any of its rights or remedies on default, shall be a waiver of the default, a modification of this Agreement, or a waiver of any subsequent default.
- 12.4 Anything herein to the contrary notwithstanding, in the event of a voluntary sale, transfer or conveyance of all or any portion of the Collateral as part of a sale, transfer or conveyance of a legal or equitable interest in the Property, without the prior written consent of CHF, any indebtedness or obligation hereunder, shall at the option of CHF, immediately become due and payable.

13. MISCELLANEOUS PROVISIONS.

- 13.1 Except as expressly set forth in this Agreement, this Agreement may not be amended or terminated except by a writing signed by all of the parties hereto.
- 13.2 This Agreement shall be governed by and construed in accordance with the laws of the State of California.
- 13.3 This Agreement may be executed in counterparts, all of which together shall constitute one Agreement binding on all parties hereto from and after the time all parties have executed one counterpart.
- 13.4 This Agreement will bind and benefit the successors and assigns of the parties, but you may not assign your rights under this Agreement without the prior written consent of CHF.
- 13.5 For purposes of processing and facilitating your Loan and Grant: (i) you authorize CHF to disclose to Contractor that you have been approved for this Loan and the amount for which you have been approved, including any Grant approvals; and (ii) you authorize CHF to share with Contractor any and all information and documentation prepared or delivered in connection with the Loan and Grant transaction.
- 13.6 You authorize CHF to disclose information about this Loan and your energy usage/savings to the California Energy Commission and the U.S. Department of Energy. You authorize the release of energy usage and billing information to CHF, the California Energy Commission, and the U.S. Department of Energy, for program evaluation and future energy efficiency monitoring.
- 13.7 Except as otherwise expressly provided in this Agreement, the execution and delivery of this Agreement shall not be deemed to confer any rights upon (nor obligate any of the parties hereto to) any person or entity other than the parties hereto.
- 13.8 This Agreement shall not be construed against either party, and notwithstanding any rule or maxim of construction to the contrary, any ambiguity or uncertainty shall not be construed against either CHF or Borrower based upon authorship of any of the provisions nereof.
- 13.9 If any date for performance herein falls on a Saturday, Sunday or holiday, as defined in section 6700 of the California Government Code, the time for such performance shall be extended to 5:00 p.m. on the next business day. A "business day" shall mean a day that is not a Saturday, Sunday or legal holiday in the State of California.
- 13.10Time is of the essence in this Agreement.
- 13.11None of the captions of the articles, paragraphs and/or subparagraphs of this Agreement shall be construed as a limitation upon the language of the paragraphs and/or subparagraphs, said captions having been inserted as a guide and partial index and not as a complete index of the contents of such paragraph and/or subparagraph.

The CHF Residential Energy Retrofit Program is sponsored by CRHMFA Homebus as Fund (CHF), a California Jont Powers Authority. Funding for the program is made possible through a grant award from the Energy Commission Energy Resources Conservation and Development Commission of the State of California. Program restrictions apply. Call CHF at (855) 740-8422 for details.

http://chfmistportal.App Mgmt.aspx

EXHIBIT B

B6B (Official Form 6B) (12/07)

In re Jeffrey Scott Neithercutt,
Becky Lydia Neithercutt

Case	No.	15-27566

Debtors

SCHEDULE B - PERSONAL PROPERTY

Except as directed below, list all personal property of the debtor of whatever kind. If the debtor has no property in one or more of the categories, place an "x" in the appropriate position in the column labeled "None." If additional space is needed in any category, attach a separate sheet properly identified with the case name, case number, and the number of the category. If the debtor is married, state whether husband, wife, both, or the marital community own the property by placing an "H," "W," "J," or "C" in the column labeled "Husband, Wife, Joint, or Community." If the debtor is an individual or a joint petition is filed, state the amount of any exemptions claimed only in Schedule C - Property Claimed as Exempt.

Do not list interests in executory contracts and unexpired leases on this schedule. List them in Schedule G - Executory Contracts and Unexpired Leases.

If the property is being held for the debtor by someone else, state that person's name and address under "Description and Location of Property." If the property is being held for a minor child, simply state the child's initials and the name and address of the child's parent or guardian, such as "A.B., a minor child, by John Doe, guardian." Do not disclose the child's name. See, 11 U.S.C. §112 and Fed. R. Bankr. P. 1007(m).

	Type of Property	N O N Description and Location of Property E	Husband, Wife, Joint, or Community	Current Value of Debtor's Interest in Property without Deducting any Secured Claim or Exemption
1.	Cash on hand	Cash on Hand In Debtor's Possession	С	20.00
2.	Checking, savings or other financial accounts, certificates of deposit, or	Checking Account #2066 Patelco Credit Union	С	0.00
	shares in banks, savings and loan, thrift, building and loan, and homestead associations, or credit unions, brokerage houses, or cooperatives.	Savings Account #2066 Patelco Credit Union	С	0.00
		Checking Account #8166 Travis Credit Union	С	0.00
		Savings Account #8166 Travis Credit Union	С	0.00
		Checking Account #9875 Travis Credit Union	С	400.00
		Savings Account #9875 Travis Credit Union	С	10.00
3.	Security deposits with public utilities, telephone companies, landlords, and others.	X		
4.	Household goods and furnishings, including audio, video, and computer equipment.	Household Goods and Furnishings In Debtor's Possession (no individual item over \$650 in value)	С	4,035.00
5.	Books, pictures and other art objects, antiques, stamp, coin, record, tape, compact disc, and other collections or collectibles.	Misc. books, pictures, CDs and DVDs	С	2,200.00
6.	Wearing apparel.	Wearing Apparel In Debtor's Possession	С	600.00
7.	Furs and jewelry.	Jewelry In Debtor's Possession	С	500.00
			C. 1. T. 4	-1> 770500

Sub-Total > 7,765.00 (Total of this page)

³ continuation sheets attached to the Schedule of Personal Property

B6B (Official Form 6B) (12/07) - Cont.

In re Jeffrey Scott Neithercutt,
Becky Lydia Neithercutt

Case	Mo	15-27566
Case	INU.	13-2/300

Debtors

SCHEDULE B - PERSONAL PROPERTY

(Continuation Sheet)

	Type of Property	N O N E	Description and Location of Property	Husband, Wife, Joint, or Community	Current Value of Debtor's Interest in Property without Deducting any Secured Claim or Exemption
8.	Firearms and sports, photographic, and other hobby equipment.		Firearms 1-Glock 17 - \$200 1-Glock 27 - \$200	С	400.00
9.	Interests in insurance policies. Name insurance company of each		Term Life Insurance Policy #3790 - No Cash Value Farmers	С	0.00
	policy and itemize surrender or refund value of each.		Term Life Insurance Policy #8300 - No Cash Value Farmers	С	0.00
10.	Annuities. Itemize and name each issuer.	X			
11.	Interests in an education IRA as defined in 26 U.S.C. § 530(b)(1) or under a qualified State tuition plan as defined in 26 U.S.C. § 529(b)(1). Give particulars. (File separately the record(s) of any such interest(s). 11 U.S.C. § 521(c).)	X			
12.	Interests in IRA, ERISA, Keogh, or other pension or profit sharing plans. Give particulars.		CALPERS	С	157,346.05
13.	Stock and interests in incorporated and unincorporated businesses. Itemize.		100% Interest in Computer Integration Assets Notebook - \$250.00 2 Laptops - \$275.00 Dell Work Station and Printer - \$750.00 Computer Cleaning Supplies - \$25.00 Small Computer Tools - \$50.00	С	1,350.00
14.	Interests in partnerships or joint ventures. Itemize.	X			
15.	Government and corporate bonds and other negotiable and nonnegotiable instruments.	X			
16.	Accounts receivable.	X			
17.	Alimony, maintenance, support, and property settlements to which the debtor is or may be entitled. Give particulars.	X			
18.	Other liquidated debts owed to debtor including tax refunds. Give particulars.	X			

Sub-Total > 159,096.05 (Total of this page)

Sheet $\underline{1}$ of $\underline{3}$ continuation sheets attached to the Schedule of Personal Property

B6B (Official Form 6B) (12/07) - Cont.

In re Jeffrey Scott Neithercutt, **Becky Lydia Neithercutt**

Case No. 15-27566

Debtors

SCHEDULE B - PERSONAL PROPERTY (Continuation Sheet)

					79.00.00.00.00.00.00.00.00.00.00.00.00.00
	Type of Property	N O N E	Description and Location of Property	Husband, Wife, Joint, or Community	Current Value of Debtor's Interest in Property, without Deducting any Secured Claim or Exemption
19.	Equitable or future interests, life estates, and rights or powers exercisable for the benefit of the debtor other than those listed in Schedule A - Real Property.	Х			
20.	Contingent and noncontingent interests in estate of a decedent, death benefit plan, life insurance policy, or trust.	Х			
21.	Other contingent and unliquidated claims of every nature, including tax refunds, counterclaims of the debtor, and rights to setoff claims. Give estimated value of each.		Court Ordered Restitution (Debtors' house was robbed. Court ordered restitution be paid to Debtors. Debtors receive about \$50 every 4 months)	С	1,750.00
22.	Patents, copyrights, and other intellectual property. Give particulars.		Tacticl Hacking for the Law Enforcement Professional Debtor has entered into an agreement with Police Technical dba Police Publishing for the publication of his text book. It is unknown at this time what the success of the publication will be and how much the Debtor can expect to net from his royalties. The book will be sold for approximately \$100 per unit. Debtor's royalty will be 10% per unit. Debtor proposes to pay all royalties received from the boo into the plan as additional payments.)	Unknown
23.	Licenses, franchises, and other general intangibles. Give particulars.	X			
24.	Customer lists or other compilations containing personally identifiable information (as defined in 11 U.S.C. § 101(41A)) provided to the debtor by individuals in connection with obtaining a product or service from the debtor primarily for personal, family, or household purposes.	X			
25.	Automobiles, trucks, trailers, and other vehicles and accessories.		2006 Acura MDX-143k miles - Fair Condition In Debtor's Possession	С	7,785.00
			1997 Honda CP - 280k miles - Fair Condition In Debtor's Possession	С	724.00
26.	Boats, motors, and accessories.	Х			
27.	Aircraft and accessories.	X			
			(Total	Sub-Tota of this page)	al > 10,259.00

Sheet 2 of 3 continuation sheets attached to the Schedule of Personal Property

B6B (Official Form 6B) (12/07) - Cont.

In re

Jeffrey Scott Neithercutt, Becky Lydia Neithercutt

Case No.	15-27566	
Case NO.	10-2/000	

Debtors

SCHEDULE B - PERSONAL PROPERTY

(Continuation Sheet)

	Type of Property	N O N E	Description and Location of Property	Husband, Wife, Joint, or Community	Current Value of Debtor's Interest in Property without Deducting any Secured Claim or Exemption
28.	Office equipment, furnishings, and supplies.	Х			
29.	Machinery, fixtures, equipment, and supplies used in business.	Х			
30.	Inventory.	Χ			
31.	Animals.		dogs 2 cats	С	0.00
32.	Crops - growing or harvested. Give particulars.	Х			
33.	Farming equipment and implements.	Х		and the second control of the contro	
34.	Farm supplies, chemicals, and feed.	X	and the second	Section on date of an	
35.	Other personal property of any kind not already listed. Itemize.	= */ V *I \$ *I S	Lennox 2.5 ton A/C = xc14-030 Coil = LC23,37Y9BG G61 MPV-36B-071 UPFLOW-\$850.00 16 seer 13 eer95% afue 2 heat, 1 cool Thermostat ision Pro 8000 ARI=333946 - \$50.00 Panel 14xSchuco USA Model MPR 235 PS 09 - 1,680.00 Inverters Area 1 1 SMA American Model B4000US- \$1,600.00 40 Gallon State GS^ 40 YOCT Water Heater - 800.00	С	4,980.00
		ngunggin undupagan panasakapan da da		and the control and section of the s	

Sub-Total > (Total of this page)

4,980.00

Total >

182,100.05

Sheet $\underline{3}$ of $\underline{3}$ continuation sheets attached to the Schedule of Personal Property

(Report also on Summary of Schedules)